

## ARTICLE 22

### DUES WITHHOLDING

SECTION 1. This Article covers all employee-members in the exclusively recognized unit, who: (1) are members in good standing in AFGE; (2) voluntarily completed Standard Form 1187; and, (3) who receive compensation which is not subject to deductions of a higher priority and is sufficient to cover the total amount of the allotment.

SECTION 2. The Union and the Employer agree that the provisions of this Article are subject to and will be governed by applicable Federal laws and the regulations of the Office of Personnel Management. The Employer agrees to deduct dues in accordance with the Union's scheduled amount.

SECTION 3. The specific office of the Employer authorized to deduct dues is:

Civilian Pay Section  
28 BW/FMFV  
1301 Ellsworth Street  
Ellsworth AFB, SD 57706-4810

The specific officer in the local Union designated to receive the dues deductions will be the elected treasurer.

SECTION 4. THE UNION'S RESPONSIBILITIES: The Union agrees to assume the responsibility for:

a. Informing and educating its employee-members on the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked;

b. Purchasing and distributing to its employee-members SF-1187/SF-1188.

c. Keeping the employee-member's servicing payroll office informed, in writing, of any changes in the person authorized to sign SF-1187.

d. Forward properly executed and certified SF-1187 to employee-members' servicing payroll office through the Civilian Personnel Flight on a timely basis indicating amount of dues to be withheld.

e. Inform the servicing payroll office of the names of any

participating employees who have been expelled, suspended, or ceases to be a member in good standing in the Union within three (3) workdays of the date of the receipt of final determination, and

f. Inform the servicing payroll office of any change in the amount of membership dues.

SECTION 5. THE EMPLOYER'S RESPONSIBILITIES: The Employer agrees that it is responsible for:

a. Permitting and currently processing voluntary allotment of dues in accordance with this Agreement;

b. Withholding dues on a biweekly basis. A check will be issued each pay period.

c. Withholding dues in accordance with the amount certified by the authorized Union official.

d. Transmitting remittance checks to the allottee designated by the Union together with a duplicate listing of employee-members for whom deductions were made on a biweekly basis.

e. Providing a remittance listing to the Union containing the following information:

(1) A listing by:

(a) The name of each employee for whom deduction is being made during the current pay period; and

(b) The name of each employee-member for whom deductions have been authorized.

(2) The total amount deducted and the total number of deductions.

SECTION 6. JOINT STIPULATIONS. Parties to this Agreement agree that administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the employee organization.

SECTION 7. EFFECTIVE DATES FOR ACTIONS UNDER THIS AGREEMENT.

The effective dates for actions under this Agreement are as follows:

ACTION

EFFECTIVE DATE

a. Starting Dues Withholding      Beginning the first pay

period after date of receipt of properly executed and certified Standard Form 1187 in Payroll Office.

b. Change in Amounts of Dues

Beginning the first pay period after receipt of certification in Payroll Office.

c. Revocation By Employee

Once an employee has authorized dues withholding, it will remain in effect for a period of at least one year. An employee can voluntarily submit to revoke their allotment for the payment of dues at any time during the first year. This can be accomplished by completing an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, or other appropriate means and submitting it directly to the Civilian Payroll Office. The SF 1188 must be obtained from the Union. It will become effective on the anniversary date of when dues withholding was started. After the initial one-year period, revocation is only allowed on the anniversary date of the authorization or during the 10-day period immediately preceding the anniversary date. The Civilian Payroll Office provides appropriate notification of the revocation to the employee organization within fourteen (14) calendar days of receipt. The carbon copy of the SF 1188, when completed by

the employee, can be used for this purpose.

- d. Termination Due to Loss of Membership in Good Standing Beginning the first pay period after date of receipt of notification in Payroll Office.
- e. Termination Due to Loss of Exclusive Recognition Upon which Allotment was Based Beginning of first pay period following loss of receipt of recognition.
- f. Termination Due to Separation, Transfer, or Other Personnel Action
  - (a) If action is effective first workday of Pay period, termination of allotment will be at end of preceding pay period.
  - (b) If action is effective on any workday other than first day of a pay period, termination of allotment will automatically be at end of such pay period.
  - (c) In case of death, no deduction will be made for the pay period in which death occurred.
- g. Other Reasons for Non-Deduction of Dues
  - (a) No deduction will be made during a pay period when an employee's earnings (part-time or intermittent) are not regularly sufficient to cover the amount of the allotment.
  - (b) If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted from future earnings.
  - (c) No dues will be withheld if net salary after other legal and required deductions is not sufficient to cover the

amount of dues.

h. The provisions of this Article will terminate the last day of the pay period in which the agreement or any extensions thereto expire.

## ARTICLE 23

### GRIEVANCE PROCEDURES

SECTION 1. The purpose of this article is to provide an acceptable method for the prompt and equitable settlement of all grievances. A grievance is defined to be any dispute or complaint between the Employer and the Union or a unit employee or unit employees and the Employer which may pertain to any of the following:

a. Any matter involving the interpretation or application of this Agreement, and

b. Any matter involving working conditions or the interpretation and application of agency policies and practices concerning unit personnel. This negotiated procedure shall be the exclusive procedure available to the Union, the Employer, and the employees in the Bargaining Unit for resolving such grievances.

c. The procedure contained in this Article shall be the sole procedure available for resolution of grievances of employees in the unit. The Union and the Employer and all employees within the unit shall be entitled to use the procedures contained herein. The procedure will not be available to any employee outside of the unit.

SECTION 2. Both the Union and the Employer agree that some problem areas and types of grievances are the subject of Public Laws, regulations, and court decisions. Since these laws, regulations, and decisions provide specific remedies for specified classes of problems, those problems are not subject to the grievance procedure described in this Memorandum of Agreement. Both the Union and Employer agree that problem areas that are not subject to the grievance procedure contained in this Agreement include, but are not limited to:

a. Any claimed violation of Subchapter III of Chapter B of Title V of U.S. Code (related to prohibited political activity).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Section 7532 (National Security) of Title V of U.S. Code.

- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Adverse actions.
- g. Separation of a probationer.
- h. Reemployment priority rights.
- i. Determination of exempt/nonexempt FLSA status of employees.
- j. A reduction-in-force action (including functional transfer).
- k. Reemployment or reinstatement rights after transfer.
- l. Military restoration rights.
- m. The substance of job performance elements and standards.
- n. Within-grade increase withholding.
- o. A salary retention decision affecting an employee.
- p. The content of published policy.
- q. Nonselection for promotion from a group of properly ranked and certified candidates.
- r. An action terminating a temporary promotion with a maximum period of two years and returning the employee to the position from which they were temporarily promoted or to an equivalent position.
- s. Nonadoption of a suggestion of disapproval of a quality salary increase, performance award or other kind of honorary or discretionary award.
- t. A preliminary warning or notice of an action which, if effected, would be covered by the grievance procedure.
- u. Separation actions of any kind.
- v. Report of survey findings/assessments.

SECTION 3. It is agreed that the parties, in the exercise of their rights under this Article, will be free from reprisal or coercion from any person acting in an official capacity for

either party. It is also understood that the Air Force Inspector General Complaint System will not be used for those matters appropriate for processing under the scope of this negotiated grievance procedure.

SECTION 4. The Employer and the Union agree that every effort will be made to settle grievances and to raise the issue of grievability at the lowest possible level. If a subject is grievable under this negotiated grievance procedure, no other grievance procedure is allowed. This section does not prevent an employee from filing a grievance under the procedure or under the statutory appeal procedures for complaints of discrimination, except that the use of both procedures is prohibited.

SECTION 5. An employee may take his/her grievance to the Employer and have it adjusted without the intervention of the Union so long as the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at the adjustment.

SECTION 6. Questions that cannot be resolved as to whether or not the grievance is on a matter subject to this grievance procedure will be handled as a threshold issue for arbitration.

SECTION 7. Disagreement between the Union and the Employer or between employees of the unit and the Employer must be resolved utilizing the following procedures in sequence presented herein. Employees shall be entitled to a representative of his or her choice throughout all steps of the grievance procedure.

a. Grievance By Employees:

Step 1. The first presentation of a grievance under this procedure will be made informally to the employee's first-level supervisor. Presentation may be oral or written and must be made within twenty (20) calendar days after the occurrence or the party finds out about the incident which gives rise to the grievance. The first presentation of a grievance concerning discrimination or unacceptable performance shall be written.

Step 2. The supervisor to whom the grievance is presented will discuss the grievance with the employee and anyone else directly involved in the incident. The supervisor will advise the aggrieved employee of the decision within seven (7) workdays from the date the grievance was first presented. If the grievance was presented orally, the decision will be oral. If the grievance was presented in writing, the decision will be in writing.

Step 3. If the grievant is not satisfied with the decision rendered in Step 2 above, the grievance will be presented in writing to the Unit Commander. The grievance must

be presented within five (5) workdays of receipt of decision from the immediate supervisor, and will include: (1) the grievant's name, duty assignment, and telephone number; (2) the specific nature of the grievance; (3) reasons why he/she does not agree with his/her immediate supervisor's decision; (4) remedial action desired; (5) the name and duty location or address and telephone number of his/her representative. Within five (5) workdays of receipt of the written grievance, the Unit Commander will meet with the aggrieved employee, the employee's representative, and others as deemed appropriate by the Unit Commander to discuss the grievance. A decision will be furnished the employee and the representative within seven (7) workdays from the date of the discussion.

Step 4. If the Unit Commander's decision does not satisfy the grievant, or if a Unit Commander position does not exist subordinate to the 28 SPTG Commander, the grievance will be presented in writing to the 28 SPTG Commander, Ellsworth Air Force Base, ATTN: Civilian Personnel Officer, within five (5) workdays following receipt of prior decision. Presentation will include the information outlined in Step 3 above and reasons for disagreeing with prior decisions. The 28 SPTG Commander, or designee, will review the presentation and render a decision within ten (10) workdays of receipt of the grievance. To aid in making the decision, the 28 SPTG Commander may, at his/her discretion, appoint a fact-finding panel. The panel will consist of not more than three members including one Union representative, one Management representative, and one military member. The military member must be assigned from outside the squadron in which the grievance was made. The team leader will be designated by the Commander and will be responsible for directing the fact-finding efforts and preparing a report of those findings. The individual selected will not be the steward or an employee of the work center, nor the supervisor of the work center in which the grievance was filed. Concurrence of the supervisor of the selected individuals is required and a reasonable amount of official duty time will be allowed as determined by the leader of the fact-finding panel.

b. A grievance of the Union will be submitted by the president of the local. Initially, presentation will be made orally to the Civilian Personnel Officer within seven (7) calendar days of the occurrence, or the date from which the party finds out about the incident which gives rise to the grievance. If after this consultation the grievance has not been resolved, the president of the local may present the grievance in writing to the 28 SPTG Commander, ATTN: Civilian Personnel Officer, within five (5) workdays. The president of the local and the 28 SPTG Commander, or his/her designee, will meet within five (5) working days after receipt of the grievance to discuss it. The 28 SPTG Commander, or designee, will provide the president of the local his/her written decision within ten (10) working days after



the meeting. Nothing in this section will preclude either party from attempting to settle such grievance informally at any level up to and including the 28 SPTG Commander.

c. A grievance of the Employer will be submitted to the president of the local. Initially, presentation will be made by the Civilian Personnel Officer, or designee, within seven (7) calendar days of the occurrence or the date from which the party finds out about the incident. If after this presentation the grievance has not been resolved, the 28 SPTG Commander, or a designee, may present the grievance in writing to the president of the local within five (5) working days. Within five (5) working days after receipt of the formal written grievance by the president of the local, the 28 SPTG Commander, or designee, and the president of the local will meet to discuss it. The president of the local will give the 28 SPTG Commander, or designee, a written decision within ten (10) working days after the meeting. Nothing in this section will preclude either party from attempting to settle such grievance informally at any level up to and including the 28 SPTG Commander.

SECTION 8. An identical grievance by two or more employees will be considered as a single grievance. A decision on such a grievance applies to all members involved in the identical grievance and each grievant will be given a copy of the decision. Any employee may withdraw from the group grievance anytime before a decision is rendered. The withdrawal must be in writing. However, such employee may not again initiate the same or similar grievance, and if applicable, will be bound by the decision reached in the group grievance. Later, identical grievances will not be processed until previous grievances of the same nature have been processed and a final decision rendered.

SECTION 9. If otherwise in a duty status, the president of the local (if the local is presenting the grievance), the employee (if the employee is presenting the grievance without representation), or the employee and his/her representative, or a group of employees submitting an identical grievance and a single group representative will be granted a reasonable amount of time, not to exceed eight hours per grievance, to prepare a grievance under this article. The employee presenting the grievance, the employee's representative, or one designated employee and the single representative of a group of employees will be in a duty status while presenting the grievance.

SECTION 10.

a. The Employer may terminate a grievance for any one of the following reasons:

(1) Failure by the Union or the employee, or their representative, to comply with time limits as prescribed in the

Agreement unless an extension is requested in writing based on circumstances beyond their control.

(2) Failure by the Union or the employee, or their representative, to attend scheduled meetings to discuss or hear the grievance.

b. A grievance thus terminated will not be reopened except at the discretion of the Employer.

c. Either party may terminate its grievance at any time.

## ARTICLE 24

### ARBITRATION

SECTION 1. If a grievance has not been resolved by the procedures outlined in accordance with Article 23, Section 7, either the Employer or the Union may request arbitration. This request for arbitration will be in writing and will be submitted to the other party within twenty (20) calendar days after receipt of the decision rendered pursuant to Article 23, Section 7. Any decision rendered under Article 23, Section 7, that is not referred to arbitration is final.

SECTION 2. Upon receipt of the written request for arbitration by either party, the Employer and the Union will send a joint written request to the Federal Mediation and Conciliation Service for a list of five impartial persons qualified to act as arbitrators. Upon receipt of the list, representatives of the Union and the Employer shall meet within five (5) workdays and attempt to agree upon one of the arbitrators on the list. Failing to agree, each party shall strike one name in turn from the list; the name remaining after each has struck two shall be the arbitrator. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union and regulatory limits of arbitrator fees and expenses will be honored. The arbitration hearing shall be held in base facilities during the established workweek. The order of proceedings will be as determined by the arbitrator. The arbitrator will be requested by the parties to render the decision no later than thirty (30) calendar days after the conclusion of the hearing and furnish the Employer, the employee, and the Union a copy of a decision. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority in accordance with applicable laws and regulations. If no exception to an arbitrator's award is filed during the 30-day period beginning on the date of such award, the award shall be final and binding.

SECTION 3. Either party may terminate its grievance at any time.

SECTION 4. The arbitrator will decide only the issue or issues presented by the parties and has no authority to change, modify, alter, delete, or add to the provisions of this Agreement. Only the article or articles that gave rise to the disagreement will be interpreted by the arbitrator.

## ARTICLE 25

### PERFORMANCE APPRAISAL

SECTION 1. A performance appraisal will be completed for all Bargaining Unit employees in accordance with the Civil Service Reform Act and the implementing higher Air Force regulation, AFR 40-452. The performance appraisal process includes defining duties and job performance elements; setting standards of performance; reviewing progress and appraising performance. At least three job performance elements will be identified as critical elements and one as noncritical. A job performance element is a significant requirement of the job; it may be an important assigned duty or responsibility, or it may be a specific project or task consistent with the duties and responsibilities in the position description.

SECTION 2. Rating official will review job performance standards and elements with the employees or group of employees depending on the similarity of the position at the beginning of the performance period and/or if there are any changes during the rating period. The employee will be provided a copy of the AF Form 860. Periodic employee-rating official meetings are required during the appraisal period to review currency of job performance elements and to discuss work performance. Rating officials shall not confuse conduct with performance when rating employees.

SECTION 3. A performance standard is defined as a description of the minimum level of accomplishment necessary for satisfactory performance. On the other hand, a critical element is a job performance element of an employee's job which is of sufficient importance that performance below the minimum performance standard established by the Employer requires remedial action. Performance standards recognize the degree of difficulty and reflect the consequences of the work outcomes to the organization and the mission. To facilitate equitable treatment of employees, job performance elements and performance standards may be similar where practical. At the conclusion of the appraisal period, the rating official will assign the performance rating and discuss the rating with the employee. The performance appraisal system will be the principle source of performance information when performance is a factor in personnel actions.

SECTION 4. Bargaining Unit employees may resolve disagreements

on the final performance ratings through the grievance procedure in Article 23. The employee's right to representation shall be as provided in this Agreement.

SECTION 5. When it appears that an employee's performance is not fully successful, the following procedures will be followed:

a. The rating official must counsel the employee when it is determined that he/she is failing a critical/noncritical element. The employee will be advised in writing how his or her performance is deficient. The rating official will then assist in the development of a course of action that will afford the employee an opportunity (opportunity period) to meet the standard(s). An opportunity period will not be less than 30 nor more than 90 days.

b. When an employee's performance continues to be unacceptable after attempts to improve performance fails, there is no justification for retaining the employee in that position. The supervisor will provide the employee with a 30-day advance written notice of proposed action. The employee is entitled to a reasonable amount of time, 20 calendar days, to answer the notice orally and/or in writing, and also to representation as provided by this Agreement.

SECTION 6. Within 30 days after the expiration of the notice period, a written notice of final decision must be issued to the employee. If the decision is to effect the proposed action, the notice must specify the instances of unacceptable performance by the employee on which the demotion or removal is based. The final written notice may not be based on instances of unacceptable performance not specified in the advance notice.

SECTION 7. If the employee's performance improves to fully successful during the notice period and the employee's performance continues to be acceptable for one year from the date of the advance written notice, any entry or other notification of unacceptable performance for which the action was proposed must be removed from the rating official's records.

SECTION 8. When requested by an employee, the work performance by that employee will be discussed fairly and objectively on a scheduled basis.

SECTION 9. An employee may bring to his/her rating official's attention positive points of performance appropriate for consideration during a rating period. The employee may also point out situations where his/her performance was influenced by factors beyond his/her control which affected the level of performance during the rating period, such as machinery breakdowns and changes in assignment priorities. Such comments should be made to the rater at least thirty (30) calendar days in advance of the rating.